

CITY OF SAN JOSE
&
THE ASSOCIATION OF LEGAL PROFESSIONALS (ALP)

2012 NEGOTIATIONS GROUND RULES

1. The City of San Jose (City) and the Association of Legal Professionals (ALP) will both endeavor to reach a successor agreement.
2. Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.
3. There is no implied commitment by any party when brainstorming during negotiation sessions. All proposals and counter proposals shall be submitted in writing. Nothing that is not in writing and provided to each party's negotiation team will be construed as a proposal and/or counter proposal.
4. Any Tentative Agreement must be in writing and signed by the designated representative for the City and ALP. Nothing that is not in writing and signed by the designated representative for the City and ALP will be construed as part of any Tentative Agreement.
5. The parties may enter into a Tentative Agreement at any time. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by ALP's membership and approval of the City Council in open session. The City's negotiating team agrees that it will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council, and ALP agrees that they will make good faith efforts when recommending a Tentative Agreement to the ALP membership.
6. Each party will respond promptly to requests for relevant and necessary information. However, confidentiality of employment and other records shall be recognized and information requests shall be limited to information which is relevant and necessary for the current bargaining.
 - (a) In the event a party questions the relevance of the requested information, the requestor shall provide an explanation of the relevance to the current negotiations. If that explanation is not satisfactory to the responding party, additional clarification may be requested.
 - (b) In the event a request is burdensome, the parties shall negotiate over compensation for producing the requested information.
7. Upon request, each party shall normally provide an explanation of the rationale for each proposal. If that explanation is insufficient, additional information may be requested by either party.

8. All written proposals and Tentative Agreements, and all official correspondence and information requests exchanged between the City and ALP shall be posted online on the City's website as soon as practicable and after such proposals, Tentative Agreements, correspondence, and information requests have been first provided to each party's respective negotiation teams.
9. The City will authorize release time from regular duties for up to three (3) representatives to participate in the negotiation sessions. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process. Representatives shall not receive compensation for sessions that may occur outside their regular working hours.
10. Pursuant to the City's Employer-Employee Relations Resolution (#39367), impasse procedures may be invoked by either party in person or in writing after a bona fide effort has been made to meet and confer in good faith and such efforts fail to result in agreement.
11. The impasse procedures shall be those specified in Section 23 of Resolution #39367, in addition to any other applicable impasse procedures as may be required by law.

FOR THE CITY

FOR ALP
